

PARTIES FINAL PROPOSED CONTRACT LANGUAGE
OCTOBER 29, 2003
CAVALIER v. VERIZON
DOCKET NO. 02-359

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	VERIZON PROPOSED CONTRACT LANGUAGE
<p>Verizon retail customers, and should appropriate provisions govern Yellow Pages contacts and errors? (§ 19.1.6)</p>	<p>include the Customer's name, address, telephone number, the delivery address and number of directories to be delivered (if more than one (1) per Customer), and, in the case of a business listing, the primary business heading under which the business Customer desires to be placed, and any other information necessary for the publication and delivery of directories. Cavalier will also provide Verizon with daily listing information showing Customers that have disconnected or terminated their service with Cavalier. Verizon will promptly provide Cavalier with confirmation of listing order activity, either through a verification report or a query on any listing which was not acceptable. Verizon will supply Cavalier with Address Listing Identification ("ALI") codes and other information required to process an order for a directory listing, when that information resides in Verizon's internal OSS or other systems. To the extent Verizon does not supply Cavalier with such complete and accurate information as would enable Cavalier to input, modify, or delete any listings accurately, then Verizon shall be solely responsible for any directory errors that may occur, and must take appropriate steps to correct such errors prior to the production of the directory.</p> <p>19.1.4 Verizon will accord Cavalier's directory listing information the same level of confidentiality which Verizon accords its own directory listing information, and Verizon shall ensure that access to Cavalier's directory listing information will be used solely for the purpose of providing directory services, provided, however, that should it determine to do so, Verizon may use or license information contained in its directory listings for direct</p>	<p>delivered, and, in the case of a business listing, the primary business heading under which the business Customer desires to be placed, and any other information necessary for the publication and delivery of directories. Cavalier will also provide Verizon with daily listing information showing Customers that have disconnected or terminated their service with Cavalier. Verizon will promptly provide Cavalier with confirmation of listing order activity, either through a verification report or a query on any listing which was not acceptable.</p> <p>19.1.5 - Both Parties shall use commercially reasonable efforts to ensure the accurate listing of Cavalier Customer listings. At Cavalier's request, Verizon shall provide Cavalier with a report of all Cavalier Customer listings normally no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for the applicable directory. Verizon will process any corrections made by Cavalier with respect to its listings, provided such corrections are received prior to the close date of the particular directory. Verizon will provide appropriate advance notice of applicable close dates.</p> <p>19.1.6 - As further detailed below, Verizon's liability to Cavalier in the event of a Verizon error in or omission of a listing shall be comparable to Verizon's liability to its own end user Customers for such errors in or omissions of listings; provided, however, that Verizon agrees to release, defend, hold harmless and indemnify Cavalier from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever (hereinafter for purposes of this section, "Claims"), suffered, made, instituted, or asserted by any person arising out of Verizon's listing of the listing information provided by Cavalier if such Claims are the proximate result of Verizon's gross negligence or willful misconduct; provided further that the foregoing indemnification shall apply only if and, to the extent that, Cavalier's tariffs and Customer contracts contain</p>

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	<p>information provided by Cavalier if such Claims are the proximate result of Verizon's gross negligence or willful misconduct; provided further that the foregoing indemnification shall apply only if and, to the extent that, Cavalier's tariffs and Customer contracts contain limitation of liability provisions which, in the event of a Verizon or Cavalier error in or omission of a directory listing, are the same in relevant substance as those contained in Verizon's tariffs, and Cavalier has complied with the provisions of Section 24.3 of this Agreement</p> <p>19.1.6.2 The following procedures will apply to the calculation and administration of Verizon's liability for directory errors and omissions under Section 19.1.6.1:</p> <p>(a) Within ninety (90) days of the conclusion of the distribution of a directory, Cavalier will submit a report to Verizon of all errors in that directory that Cavalier believes are attributable to a Verizon error. Within thirty (30) days of that date, Verizon will issue a report confirming the Cavalier findings. Discrepancies will be resolved pursuant to the dispute resolution procedures specified in Section 28.11.</p> <p>(b) For all directory listing errors accepted by or found to be attributable to Verizon, including but not limited to omissions, incorrect phone numbers, incorrect addresses, incorrect names, incorrect publications, incorrect captions, improperly categorized listings, and duplicate listings, Verizon will compensate Cavalier at the rate of one-half the amount of the respective Cavalier customer's fixed monthly charges applicable to Local Exchange Services during the period covered by the directory in which the error or omission</p>	

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	<p>occurs Such amount shall be computed with respect to the fixed monthly charges in effect for the Richmond exchange for the Cavalier Local Exchange Services, which fixed monthly charges shall not exceed Verizon's charges for the same or comparable services</p> <p>(c) If Verizon or an affiliate of Verizon, through its own action or through action taken pursuant to communication with a Cavalier Customer initiated by Verizon or its affiliate, causes an error in a classified (Yellow Pages) listing for which Cavalier would otherwise have had sole responsibility to originate or with respect to which Cavalier would otherwise have had sole responsibility for submitting appropriate information to flow through to a free classified (Yellow Pages) listing, then Verizon will provide to Cavalier a written notification of any subsequent contact that Verizon or Verizon Directory personnel may have with that customer and the nature of that contact, and Verizon will take appropriate remedial action to correct any such error and to compensate Cavalier as may be appropriate under the circumstances.</p> <p>19.1.7 Cavalier will adhere to all practices, standards, and ethical requirements of Verizon with regard to listings, and, by providing Verizon with listing information, warrants to Verizon that Cavalier has the right to place such listings on behalf of its Customers. Verizon will provide Cavalier, upon request, a copy of the Verizon listings standards and specifications manual. Cavalier agrees to release, defend, hold harmless and indemnify Verizon from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon's listing of the listing</p>	

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	<p>information provided by Cavalier hereunder, except for any actions arising from Verizon's willful misconduct</p> <p>19.1.8 The parties may negotiate in good faith an arrangement under which Cavalier will have direct, unmediated access to and ability to input, delete, amend and update its listings within Verizon's directory databases, such that Cavalier may take direct responsibility and accountability for the accuracy of its listings in Verizon's systems. If such an arrangement is established, then the provisions of Section 19 1.6.2 above shall be superseded by that arrangement.</p>	
<p>Issue C21: Should the agreement allow for a unilateral Verizon demand for deposits and advance payments? (§ 20.6)</p>	<p>20.6 – No proposed language. [Cavalier proposes deleting § 20 6 in its entirety]</p>	<p>20.6 Upon request by Verizon, Cavalier shall, at any time and from time to time, provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder. Assurance of payment of charges may be requested by Verizon if Cavalier (a) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (b) prior to the Effective Date, has failed to timely pay a bill (in respect of amounts not subject to a bona fide dispute) rendered to Cavalier by Verizon or its Affiliates, (c) on or after the Effective Date, fails to timely pay a bill (in respect of amounts not subject to a bona fide dispute) rendered to Cavalier by Verizon or its Affiliates, or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed by the Parties, the assurance of payment shall, at Verizon's option, consist of (i) a cash security deposit in U S dollars held in a Verizon account at a financial institution or (ii) an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in</p>

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		<p>form and substance satisfactory to Verizon from a financial institution acceptable to Verizon, in either case in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges), as reasonably determined by Verizon, for the services, facilities or arrangements to be provided by Verizon to Cavalier in connection with this Agreement. To the extent that Verizon opts for a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction. Cavalier will be paid the interest that Verizon actually receives from the financial institution with respect to Cavalier's cash security deposit(s) held by such financial institution. Verizon may (but is not obligated to) draw on the letter of credit or funds on deposit in the account, as applicable, upon notice to Cavalier in respect of any amounts billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by Verizon. If Cavalier fails to timely pay (x) two (2) or more bills (in respect of amounts not subject to a bona fide dispute) that Verizon renders at any time during any sixty (60) day period or (y) three (3) or more bills (in respect of amounts not subject to a bona fide dispute) that Verizon renders at any time during any one hundred eighty (180) day period, Verizon may, at its option, demand (and Cavalier shall provide for the remainder of the term of this Agreement, including, without limitation, during any extensions of the term) additional assurance of payment, consisting of monthly advanced payments of estimated charges as reasonably determined by Verizon, with appropriate true-up against actual billed charges no more frequently than once per calendar quarter; provided, however, that Cavalier shall not be required to provide the foregoing additional assurance of payment if the total amount of the unpaid bills represents less than five percent (5%) of the total amount of Verizon's bills rendered to Cavalier hereunder during the relevant period that are not subject to a bona fide dispute. The fact that a security deposit or a letter of credit or</p>

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		other security is requested by Verizon hereunder shall in no way relieve Cavalier from compliance with Verizon's regulations as to advance payments and payment for service, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums due to Verizon for the services, facilities or arrangements rendered.
Issue C24: Should an embargo or termination of services require prior Commission approval, as proposed in Cavalier's Virginia arbitration petition? (§ 22.4)	22.4 - If either Party defaults in the payment of any amount due hereunder, except for amounts subject to a bona fide dispute pursuant to Section 28.9 hereof with respect to which the disputing Party has complied with the requirements of Section 28.9 in its entirety or if either Party materially violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement or suspend the provision of any or all services provided under this Agreement by (a) providing written notice to the defaulting Party and (b) obtaining the permission of the Commission, or, if the Commission will not act, the permission of the FCC. At least twenty-five (25) days prior to the effective date of such termination or suspension, the other Party must provide the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice of its intention to terminate the Agreement or suspend service if the default is not cured. Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the sixty (60) day period, the other Party shall not terminate the Agreement or suspend service provided hereunder but shall be entitled to recover all reasonable costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Agreement or the suspension of service provided hereunder. For the avoidance of any doubt, and notwithstanding any other provision of this Agreement or any right conferred by Applicable	22.4 - If either Party defaults in the payment of any amount due hereunder, except for amounts subject to a bona fide dispute pursuant to Section 28.9 hereof with respect to which the disputing Party has complied with the requirements of Section 28.9 in its entirety or if either Party materially violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement or suspend the provision of any or all services hereunder by providing written notice to the defaulting Party At least twenty-five (25) days prior to the effective date of such termination or suspension, the other Party must provide the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice of its intention to terminate the Agreement or suspend service if the default is not cured Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the sixty (60) day period, the other Party shall not terminate the Agreement or suspend service provided hereunder but shall be entitled to recover all reasonable costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Agreement or the suspension of service provided hereunder.

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	Law, neither party may terminate service or refuse to provide additional services under this Agreement except in accordance with an order of the Commission or the FCC, entered after a proceeding in which the party whose services were to be affected has had a full and fair opportunity to present its position on any material matters in dispute between the parties.	
Issue C25: Should the agreement include a new section 25.5.7: “for legally cognizable damages claimed as a result of either party’s violation of state or federal law governing the provision of telecommunications services or commerce more generally, or as a result of either party’s violation of any state or federal regulations governing telecommunications or commerce more generally?” (§ 25.5.7)	<p>25.5.7 for a claim of defamation;</p> <p>25.5.8 for a claim of misleading or inaccurate advertising;</p> <p>25.5.9 for a claim of violation of antitrust laws (including a claim for trebled or multiple damages under such antitrust laws), or</p> <p>25.5.10 for a claim of violation of the laws governing communications, including: (a) the Communications Act of 1934, as amended by the Telecommunications Act of 1996 or subsequently, 47 U.S.C. §§ 151 <i>et seq</i>, (b) the Virginia laws governing communications, including but not limited to applicable provisions of Titles 12.1 and 56 of the Virginia Code, or (c) any unstayed regulations or decisions of a regulatory body or court of competent jurisdiction interpreting or implementing those laws.</p>	<p>25.5.7 for a claim of defamation,</p> <p>25.5.8 for a claim of misleading or inaccurate advertising, or</p> <p>25.5.9 for a claim of violation of antitrust laws (including a claim for trebled or multiple damages under such antitrust laws).</p>
Issue C27: Should pricing be added for charges from Cavalier for Cavalier truck rolls, Verizon missed/fouled appointments, and similar items? (Exhibit A(2).)	<p>Exhibit A(2)</p> <p>IV - UNE-Related Functions Performed by Cavalier</p> <p>WINBACKS</p> <p>Winbacks – Service Order</p> <p>Recurring Charges – N/A</p> <p>Non Recurring Charges – \$10.81</p>	<p>Exhibit A(2)</p> <p>IV. All other Cavalier Services Available to Verizon for Purposes of Effectuating Local Exchange Competition</p> <p>Available at Cavalier’s tariffed or otherwise generally available rates.</p>

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	<p>Winbacks – Installation Recurring Charges – N/A Non Recurring Charges – \$2.68</p> <p>Total Recurring – N/A Non Recurring Charges - \$13.49</p> <p>PREMISE VISIT – NEW LOOPS, HOT CUTS</p> <p>Premises visit – Service Order Recurring Charges – N/A Non Recurring Charges - \$47.55</p> <p>Total Recurring Charges – N/A Non Recurring Charges - \$47.55</p> <p>PREMISE VISIT – MAINTENANCE</p> <p>Premise Visit – Service Order Recurring Charges – N/A Non Recurring Charges - \$47.55</p> <p>Total Recurring Charges – N/A Non Recurring Charges - \$47.55</p> <p>MISSED APPOINTMENTS</p> <p>Premises Visit – Service Order Recurring Charges – \$16.00 for each quarter hour after the first half hour's delay Non Recurring Charges - \$50.00</p>	

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	<p>V. Cavalier Collection Services</p> <p>Intrastate collection –Under the same rates, terms, and conditions as applicable per Verizon – VA SCC Tariff No. 218, as amended from time to time.</p> <p>VI. Cavalier Operation Support Systems</p> <p>Under the same rates, terms, and conditions specified in this Exhibit A for analogous Verizon operation support systems functions</p> <p>VII. All Other Cavalier Services Available to Verizon for Purposes of Effectuating Local Exchange Competition</p> <p>Available at rates comparable to Verizon charges or at Cavalier’s tariffed rates or generally available rates</p> <p>See also accompanying redlined version of Exhibit A, which is a revised version of the marked-up pricing schedule that was part of Exhibit B to Cavalier’s August 1, 2003 Petition in this proceeding.</p>	

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Issue V34: Should Cavalier be required to provide monthly advanced payments of estimated charges, with appropriate true-up against actual billed charges, if Cavalier is insolvent or fails to timely pay two or more bills from Verizon or a Verizon affiliate in any 12-month period? (§ 20.6).	See Issue C21, above.	See Response to Issue C21.

Excerpts From Exhibit A of Verizon Proposed Agreement.¹

¹ Verizon does not agree to Cavalier's proposed footnote 1 or Cavalier's proposed changes to Exhibit A and Exhibit B.

I. EXHIBIT A
VERIZON VIRGINIA INC. and CAVALIER

DETAILED SCHEDULE OF ITEMIZED CHARGES

1. VERIZON SERVICES, FACILITIES, AND ARRANGEMENTS:

<u>Service or Element Description:</u>	(a) <u>INTERCONNECTION Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
I. Reciprocal Compensation Traffic Termination		
Traffic Delivered at Verizon End Office	\$.000927/MOU	Not Applicable
Traffic Delivered at Verizon Tandem	\$.001590/MOU	Not Applicable
II. Entrance Facilities and Transport for Interconnection		
A. Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, or other Point of Interconnection	Per rates in Part B (Unbundled Network Elements), Sections I (Dedicated Transport) and IV (Unbundled Entrance Facilities).	Per rates in Part B (Unbundled Network Elements), Sections I (Dedicated Transport) and IV (Unbundled Entrance Facilities).

Service or Element Description:**VI. Unbundled Loops**

2 Wire Analog Loops (POTS Loops)

Recurring Charges:**Density Cell:**

1 - \$10.74/Month

2 - \$16.45/Month

3 - \$29.40/Month.

Non-Recurring Charges:Service Order Connect:
\$10.81/OrderService Order Disconnect:
\$4.91/Order**Installation:**If a premises visit is not
required, initial & each
additional loop - \$2.68If a premises visit is
required: initial loop
installed on that visit:
\$47.55;Each additional loop
installed on that visit:
\$21.69**Installation Disconnect:**

\$1.07/Loop

Service Order Connect:
\$10.81/OrderService Order Disconnect:
\$4.91/Order

4 Wire Premium Loops

Density Cell:

1 - \$22.25/Month

2 - \$33.23/Month

3 - \$56.75/Month.

Installation:If a premises visit is not
required, initial & each
additional loop: \$50.89If a premises visit is
required: initial loop
installed on that visit:
\$107.50;Each additional loop
installed on that visit
\$81.63**Installation Disconnect:**

\$1.07/Loop

Service or Element Description:**Recurring Charges:****Non-Recurring Charges:**

ISDN Loops

Density Cell:

1 - \$12.52/Month
2 - \$18.23/Month
3 - \$31.18/Month.

Service Order Connect:
\$15.29/Order

Service Order Disconnect:
\$4.91/Order

Installation:

If a premises visit is not required, initial & each additional loop - \$11.61

If a premises visit is required: initial loop installed on that visit:
\$56.48

Each additional loop installed on that visit:
\$30.62

Installation Disconnect:
\$1.07/Loop

DS-1 Loops

Density Cell:

1 - \$110.61/Month
2 - \$142.49/Month
3 - \$181.29/Month.

Service Order Connect:
\$10.81/Order

Service Order Disconnect:
\$4.91/Order

If premises visit not required, initial & each additional loop - \$50.89

If a premises visit is required: initial loop installed on that visit
\$107.50;

Each additional loop installed on that visit:
\$81.63

Installation Disconnect:
\$1.07/Loop

Service or Element Description:**Recurring Charges:****Non-Recurring Charges:**

DS-3 Loops

Density Cell:

1-\$1181.15

2-\$1181.15

3-\$1181.15

Service Order Connect:
\$10.81/OrderService Order Disconnect:
\$4.91/OrderIf premises visit not
required, initial & each
additional loop - \$50.89If a premises visit is
required: initial loop
installed on that visit
\$107.50;Each additional loop
installed on that visit:
\$81.63**Installation Disconnect:**
\$1.07/Loop

DDS/56 Kb Loop

Density Cell:

1 - \$36.44/Month

2 - \$46.76/Month

3 - \$46.76/Month.

Service Order Connect:
\$15.29/OrderService Order Disconnect:
\$4.91/OrderIf premises visit not
required, initial & each
additional loop - \$11.61If a premises visit is
required: initial loop
installed on that visit:
\$56.48;Each additional loop
installed on that visit:
\$30.62**Installation Disconnect:**
\$1.07/Loop

Service or Element Description:**Recurring Charges:****Non-Recurring Charges:**

Customer Specified Signaling - 2-Wire

Density Cell:

1 - \$10.74/Month

2 - \$16.45/Month

3 - \$29.40/Month

Service Order Connect:

\$10.81/Order

Service Order Disconnect:

\$4.91/Order

Installation:

If a premises visit is not required, initial & each additional loop - \$50.89

If a premises visit is required: initial loop installed on that visit \$107.50;

Each additional loop installed on that visit: \$81.63

Installation Disconnect:

\$1.07/Loop

Customer Specified Signaling - 4-Wire

Density Cell:

1 - \$22.25/Month

2 - \$33.23/Month

3 - \$56.75/Month

Service Order Connect:

\$10.81/Order

Service Order Disconnect:

\$4.91/Order

Installation:

If a premises visit is not required, initial & each additional loop - \$50.89

If a premises visit is required: initial loop installed on that visit \$107.50;

Each additional loop installed on that visit: \$81.63

Installation Disconnect:

\$1.07/Loop

Service or Element Description:**Recurring Charges:****Non-Recurring Charges:**

2 Wire ADSL compatible Loops
2 Wire HDSL compatible Loops
2 Wire SDSL compatible Loops
2 Wire IDSL compatible Loops

Density Cell:
1 - \$10.74/Month
2 - \$16.45/Month
3 - \$29.40/Month

Service Order Connect:
\$15.29/Order
Service Order Disconnect:
\$4.91/Order

Installation:
If a premises visit is not
required, initial & each
additional loop - \$11.61

If a premises visit is required:
initial loop installed on that
visit: \$56.48

Each additional loop installed
on that visit: \$30.62

Installation Disconnect:
\$1.07/Loop

4 Wire HDSL Loops

Density Cell:
1 - \$22.25/Month
2 - \$33.23/Month
3 - \$56.75/Month

Service Order Connect:
\$10.81/Order

Service Order Disconnect:
\$4.91/Order

If premises visit not required,
initial & each additional loop -
\$50.89

If a premises visit is required:
initial loop installed on that
visit \$107.50;

Each additional loop installed
on that visit: \$81.63

Installation Disconnect:
\$1.07/Loop

Coordinated Cutover

Not Applicable

If premises visit not required,
\$2.89/Loop

If premises visit required,
\$11.74/Loop

Service or Element Description:**Recurring Charges:****Non-Recurring Charges:****Standard Digital Loops****All:**

\$\$.40/ Mechanized Loop
Qualification per Loop
Provisioned

All:

\$93.70/ Manual Loop
Qualification per Loop
Request

\$1.69/Wideband Test
Access System

\$28.18/Cooperative Testing
\$127.28/Line Station
Transfer

2 Wire ADSL compatible Loops (up
to 12,000 feet)

See rates for 2 Wire ADSL Loops as set forth above

2 Wire ADSL compatible Loops (up
to 18,000 feet)

See rates for 2 Wire ADSL Loops as set forth above

2 Wire HDSL compatible Loops (up
to 12,000 feet)

See rates for 2 Wire HDSL Loops as set forth above

4 Wire HDSL compatible Loops (up
to 12,000 feet)

See rates for 4 Wire HDSL Loops as set forth above

2 Wire SDSL compatible Loops

See rates for 2 Wire SDSL Loops as set forth above

2 Wire IDSL compatible Loops
(up to 18,000 feet)

See rates for 2 Wire IDSL Loops as set forth above

Digital Designed Loops

2 Wire ADSL compatible Loop (up to
12,000 feet) with Bridged Tap
removal

See rates for 2 Wire ADSL Loops as set forth above

Removal of one Bridged
Tap per Request: \$177.48

Removal of Multiple
Bridged Taps per Loop
per Request: \$430.79

Engineering Query:
\$121.37

Engineering Work Order
Charge: \$500.90

Service or Element Description:**Recurring Charges:****Non-Recurring Charges:**

2 Wire ADSL compatible Loop (up to 18,000 feet) with Bridged Tap removal

See rates for 2 Wire ADSL Loops as set forth above

Removal of one Bridged Tap per Request: \$177.48

Removal of Multiple Bridged Taps per Loop per Request: \$430.79

Engineering Query: \$121.37

Engineering Work Order Charge: \$500.90

2 Wire Digital Designed Metallic Loop (up to 30,000 Feet) Non-loaded with Bridged Tap options

See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above

Required Removal of Load Coils (up to 21,000 feet): \$707.99

Required Removal of Load Coils (up to 27,000 feet): \$941.06

Removal of one Bridged Tap per Request: \$177.48

Removal of Multiple Bridged Taps per Loop per Request: \$430.79

Engineering Query: \$121.37

Engineering Work Order Charge: \$500.90

2 Wire Digital Designed Metallic Loop with ISDN Loop Extension Electronics

See rates for 2 Wire ISDN Loops as set forth above

Required Removal of Load Coils (up to 21,000 feet): \$707.99

Required Removal of Load Coils (up to 27,000 feet): \$941.06

Service or Element Description:**Recurring Charges:****Non-Recurring Charges:**

Addition of Range
Electronics: \$929.08

Engineering Query:
\$121.37

Engineering Work Order
Charge: \$500.90

2 Wire HDSL compatible Loops (up
to 12,000 feet) with Bridged Tap
removal

See rates for 2 Wire HDSL Loops as set forth above

Removal of one Bridged
Tap per Request: \$177.48

Removal of Multiple
Bridged Taps per Loop
per Request: \$430.79

Engineering Query:
\$121.37

Engineering Work Order
Charge: \$500.90

4 Wire HDSL compatible Loops (up
to 12,000 feet) with Bridged Tap
removal

See rates for 4 Wire HDSL Loops as set forth above

Removal of one Bridged
Tap per Request: \$177.48

Removal of Multiple
Bridged Taps per Loop
per Request: \$430.79

Engineering Query:
\$121.37

Engineering Work Order
Charge: \$500.90

2 Wire SDSL compatible Loops with
Bridged Tap removal

See rates for 2 Wire SDSL Loops as set forth above

Removal of one Bridged
Tap per Request: \$177.48

Removal of Multiple
Bridged Taps per Loop
per Request: \$430.79

Service or Element Description:**Recurring Charges:****Non-Recurring Charges:**Engineering Query:
\$121.37Engineering Work Order
Charge: \$500.902 Wire IDSL compatible Loops (up to
18,000 feet) with Bridged Tap
removal

See rates for 2 Wire IDSL Loops as set forth above

Removal of one Bridged
Tap per Request: \$177.48Removal of Multiple
Bridged Taps per Loop
per Request: \$430.79Engineering Query:
\$121.37Engineering Work Order
Charge: \$500.90**2. Cavalier SERVICES, FACILITIES, AND ARRANGEMENTS:****Service or Element Description:****Recurring Charges:****Non-Recurring
Charge:****I. Reciprocal Compensation Traffic
Termination**

Traffic Delivered at End Office

\$.000927/MOU

Not Applicable

Traffic Delivered at Tandem

\$.001590/MOU

Not Applicable

II. Exchange Access Service

Interstate

Per Cavalier FCC exchange access tariff as
amended from time to time.

Intrastate

Per Cavalier VA tariff exchange access tariff
as amended from time to time.**III. Entrance Facilities and Transport for
Interconnection**Per Cavalier Access Services Tariff SCC VA
No. 10 as amended from time to time.**IV. All Other Cavalier Services Available to
Verizon for Purposes of Effectuating Local
Exchange Competition**Available at Cavalier's tariffed or otherwise
generally available rates.

EXHIBIT "A" TO CAVALIER'S NOTICE OF FINAL SUBSEQUENT OFFERS**CAVALIER'S 10/24/03 SUBSEQUENT FINAL OFFER LANGUAGE, SHOWING CAVALIER'S
PROPOSED CHANGES TO 8/1/03 PRICING SCHEDULE**

VERIZON VIRGINIA INC. and CAVALIER

DETAILED SCHEDULE OF ITEMIZED CHARGES**1. VERIZON SERVICES, FACILITIES, AND ARRANGEMENTS:¹****INTERCONNECTION**

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
I. Reciprocal Compensation Traffic Termination		
Traffic Delivered at Verizon End Office	\$.000927/MOU	Not Applicable
Traffic Delivered at Verizon Tandem	\$.001590/MOU	Not Applicable
II. Entrance Facilities and Transport for Interconnection		
A. Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, or other Point of Interconnection	Per rates in Part B (Unbundled Network Elements), Sections I (Dedicated Transport) and IV (Unbundled Entrance Facilities).	Per rates in Part B (Unbundled Network Elements), Sections I (Dedicated Transport) and IV (Unbundled Entrance Facilities).

¹ All costs are subject to change pursuant to any order or decision by the FCC in CC Docket Nos. 00-218, 00-249, and 00-251, including true-up pursuant to ¶ 10 of the FCC's January 17, 2001 Order, FCC 01-21, 16 FCC Rcd 6231 (released January 19, 2001).

Service or Element Description:**VI. Unbundled Loops****Service or Element Description:****Recurring Charges:****Recurring Charges:****Non-Recurring Charges:****Non-Recurring Charges:**

DS-3 Loops

Density Cell:1-~~\$1181.15~~the ratespecified inPUC9700052-~~\$1181.15~~the ratespecified inPUC9700053-~~\$1181.15~~the ratespecified inPUC970005

Service Order Connect:

\$10.81/Order

Service Order Disconnect:

\$4.91/Order

If premises visit not required, initial
& each additional loop - \$50.89If a premises visit is required: initial
loop installed on that visit \$107.50;Each additional loop installed on
that visit: \$81.63**Installation Disconnect:**

\$1.07/Loop

DDS/56 Kbps Loop

Density Cell:

1 - \$36.44/Month

2 - \$46.76/Month

3 - \$46.76/Month.

Service Order Connect:

\$15.29/Order

Service Order Disconnect:

\$4.91/Order

If premises visit not required, initial
& each additional loop - \$11.61If a premises visit is required: initial
loop installed on that visit: \$56.48;Each additional loop installed on
that visit: \$30.62**Installation Disconnect:**

\$1.07/Loop

Service or Element Description:

2 Wire ADSL compatible Loops
 2 Wire HDSL compatible Loops
 2 Wire SDSL compatible Loops
 2 Wire IDSL compatible Loops
2-Wire Digital Designed Metallic Loops (under § 11.2.8(a))
DSL-compatible Loops for DSL, ADSL, or RADSL, as specified in Verizon's GUI
Any other DSL-compatible Loops

4 Wire HDSL Loops
 4-Wire DS1-compatible Loops

Coordinated Cutover

Recurring Charges:

Density Cell:
 1 - \$10.74/Month
 2 - \$16.45/Month
 3 - \$29.40/Month

Density Cell:
 1 - \$22.25/Month
 2 - \$33.23/Month
 3 - \$56.75/Month

Not Applicable

Non-Recurring Charges:

Service Order Connect: \$15.29/Order
 Service Order Disconnect: \$4.91/Order

Installation:
 If a premises visit is not required, initial & each additional loop - \$11.61

If a premises visit is required: initial loop installed on that visit: \$56.48

Each additional loop installed on that visit: \$30.62

Installation Disconnect:
 \$1.07/Loop

Service Order Connect: \$10.81/Order
 Service Order Disconnect: \$4.91/Order
 If premises visit not required, initial & each additional loop - \$50.89

If a premises visit is required: initial loop installed on that visit \$107.50;

Each additional loop installed on that visit: \$81.63

Installation Disconnect:
 \$1.07/Loop

If premises visit not required, \$2.89/Loop

If premises visit required, \$11.74/Loop

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
Standard Digital Loops <u>and 2-Wire Digital Designed</u> <u>Metallic Loops (under § 11.2.8(a))</u>	<u>All:</u> \$.40/ Mechanized Loop Qualification per Loop Provisioned \$1.69/Wideband Test Access System	<u>All:</u> \$93.70/ Manual Loop Qualification per Loop Request \$28.18/Cooperative Testing \$127.28/ Line Station Transfer <u>At the lowest Verizon rate approved</u> <u>by a public service commission</u> <u>within Cavalier's footprint, for the</u> <u>removal of bridged taps on loops</u> <u>over 18,000 feet in length, pending</u> <u>the adoption of final rates by the</u> <u>Commission, until such time as</u> <u>applicable rates are set by the</u> <u>Federal Communications</u> <u>Commission in CC Dockets No. 00-</u> <u>218 and 00-251, at which time those</u> <u>rates shall apply, subject to change</u> <u>upon the decision of any challenge</u> <u>to those rates by Verizon or by</u> <u>Cavalier.</u> <u>At the lowest Verizon rate approved</u> <u>by a public service commission</u> <u>within Cavalier's footprint, for the</u> <u>removal of load coils on loops over</u> <u>18,000 feet in length, pending the</u> <u>adoption of final rates by the</u> <u>Commission, until such time as</u> <u>applicable rates are set by the</u> <u>Federal Communications</u> <u>Commission in CC Dockets No. 00-</u> <u>218 and 00-251, at which time those</u> <u>rates shall apply, subject to change</u> <u>upon the decision of any challenge</u> <u>to those rates by Verizon or by</u> <u>Cavalier.</u>
2 Wire ADSL compatible Loops (up to <u>304</u> 2,000 feet)	See rates for 2 Wire ADSL Loops as set forth above	
2 Wire ADSL compatible Loops (up to <u>304</u> 8,000 feet)	See rates for 2 Wire ADSL Loops as set forth above	

Service or Element Description:

2 Wire HDSL compatible
Loops (up to 3042,000 feet)

Recurring Charges:

See rates for 2 Wire HDSL Loops as set forth above

Non-Recurring Charges:

4 Wire HDSL compatible
Loops (up to 3042,000 feet)

See rates for 4 Wire HDSL Loops as set forth above

2 Wire SDSL compatible Loops

See rates for 2 Wire SDSL Loops as set forth above

2 Wire IDSL compatible Loops
(up to 3048,000 feet)

See rates for 2 Wire IDSL Loops as set forth above

2-Wire Digital Designed
Metallic Loops (under §
11.2.8(a))

See rates for 2 Wire HDSL Loops as set forth above

See rates for 2 Wire HDSL Loops as set forth above

All other DSL-compatible
Loops

Intentionally Omitted**Digital Designed Loops**

~~2 Wire ADSL compatible Loop
(up to 12,000 feet) with Bridged
Tap removal~~

~~See rates for 2 Wire ADSL Loops as set forth above~~

~~Removal of one Bridged Tap per
Request: \$177.48~~

~~Removal of Multiple Bridged Taps per
Loop per Request: \$430.79~~

~~Engineering Query: \$121.37~~

~~Engineering Work Order Charge:
\$500.90~~

~~2 Wire ADSL compatible Loop
(up to 18,000 feet) with Bridged
Tap removal~~

~~See rates for 2 Wire ADSL Loops as set forth above~~

~~Removal of one Bridged Tap per
Request: \$177.48~~

~~Removal of Multiple Bridged Taps per
Loop per Request: \$430.79~~

~~Engineering Query: \$121.37~~

~~Engineering Work Order Charge:
\$500.90~~

Service or Element Description:

2 Wire Digital Designed
Metallic Loop (up to 30,000
Feet) Non-loaded with Bridged
Tap options

Recurring Charges:

See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set
forth above

Non-Recurring Charges:

Required Removal of Load Coils (up to
21,000 feet): \$707.99

Required Removal of Load Coils (up to
27,000 feet): \$941.06

Removal of one Bridged Tap per
Request: \$177.48

Removal of Multiple Bridged Taps per
Loop per Request: \$430.79

Engineering Query: \$121.37

Engineering Work Order Charge:
\$500.90

2 Wire Digital Designed
Metallic Loop with ISDN Loop
Extension Electronics

See rates for 2 Wire ISDN Loops as set forth above

Required Removal of Load Coils (up to
21,000 feet): \$707.99

Required Removal of Load Coils (up to
27,000 feet): \$941.06

Addition of Range Electronics: \$929.08

Engineering Query: \$121.37

Engineering Work Order Charge:
\$500.90

2 Wire HDSL compatible
Loops (up to 12,000 feet) with
Bridged Tap removal

See rates for 2 Wire HDSL Loops as set forth above

Removal of one Bridged Tap per
Request: \$177.48

Removal of Multiple Bridged Taps per
Loop per Request: \$430.79

Engineering Query: \$121.37

Engineering Work Order Charge:
\$500.90

Service or Element Description:

4 Wire HDSL compatible
Loops (up to 12,000 feet) with
Bridged Tap removal

Recurring Charges:

See rates for 4 Wire HDSL Loops as set forth above

Non-Recurring Charges:

Removal of one Bridged Tap per
Request: \$177.48

Removal of Multiple Bridged Taps per
Loop per Request: \$430.79

Engineering Query: \$121.37

Engineering Work Order Charge:
\$500.90

2 Wire SDSL compatible Loops
with Bridged Tap removal

See rates for 2 Wire SDSL Loops as set forth above

Removal of one Bridged Tap per
Request: \$177.48

Removal of Multiple Bridged Taps per
Loop per Request: \$430.79

Engineering Query: \$121.37

Engineering Work Order Charge:
\$500.90

2 Wire IDSL compatible Loops
(up to 18,000 feet) with Bridged
Tap removal

See rates for 2 Wire IDSL Loops as set forth above

Removal of one Bridged Tap per
Request: \$177.48

Removal of Multiple Bridged Taps per
Loop per Request: \$430.79

Engineering Query: \$121.37

Engineering Work Order Charge:
\$500.90

2. Cavalier SERVICES, FACILITIES, AND ARRANGEMENTS:**Service or Element Description:****I. Reciprocal Compensation Traffic
Termination**

Traffic Delivered at End Office

Recurring Charges:

\$.000927/MOU

Non-Recurring Charge:

Not Applicable

Traffic Delivered at Tandem	\$.001590/MOU	Not Applicable
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II. Exchange Access Service

Interstate

Per Cavalier FCC exchange access tariff as amended from time to time.

Intrastate

Per Cavalier VA tariff exchange access tariff as amended from time to time.

III. Entrance Facilities and Transport for Interconnection

Per Cavalier Access Services Tariff SCC VA No. 10 as amended from time to time.

IV. UNE-Related Functions Performed by Cavalier**WINBACKS**Winbacks-Service OrderNot applicable\$10.81Winbacks-InstallationNot applicable\$2.68TotalNot applicable\$13.49**PREMISE VISIT – NEW LOOPS,****HOT CUTS**Premises VisitNot applicable\$47.55TotalNot applicable\$47.55**PREMISE VISIT – MAINTENANCE**Premises VisitNot applicable\$47.55TotalNot applicable\$47.55**MISSED APPOINTMENTS**Premises Visit\$16.00 for each quarter
hour after the first half
hour's delay\$50.00

V. Cavalier Collocation Services

Intrastate collocation

Under the same rates, terms, and conditions as applicable per Verizon –VA SCC Tariff No. 218, as amended from time to time.

VI. Cavalier Operation Support Systems

Under the same rates, terms, and conditions specified in this Exhibit A for analogous Verizon operation support systems functions

IVII. All Other Cavalier Services Available to Verizon for Purposes of Effectuating Local Exchange Competition

Available at rates comparable to Verizon charges or at Cavalier's tariffed rates or otherwise generally available rates.

Before The
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of)	
)	
Petition of Cavalier Telephone, LLC)	
Pursuant to Section 252(e)(5) of the)	WC Docket No. 02-359
Communications Act for Preemption)	
of the Jurisdiction of the Virginia State)	
Corporation Commission Regarding)	
Interconnection Disputes with Verizon)	
Virginia, Inc. and for Arbitration)	

CERTIFICATE OF SERVICE

I certify that on the 29th day of October, 2003, the Parties Final Proposed Contract Language in the above-captioned proceeding was served on the following parties:

Via Overnight Delivery and Electronic Mail:

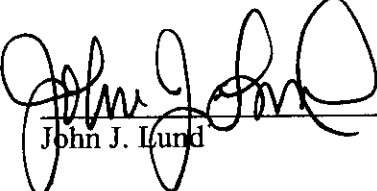
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Mr. Brad Koerner (bkoerner@fcc.gov)
Mr. Richard Lerner (rlerner@fcc.gov)
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Mr. Jeremy Miller (jeremy.miller@fcc.gov)
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John J. Lund